

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

In the Matter of

QUEBECOR WORLD BOOK SERVICES LLC

Employer

and

Case 9-RC-17514

GRAPHIC COMMUNICATIONS INTERNATIONAL
UNION LOCAL 508-M, OKI ^{1/}

Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, herein called the Act, a hearing was held before a hearing officer of the National Labor Relations Board, herein called the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding, ^{2/} the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction.
3. The labor organization involved claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

^{1/} The name of the Petitioner appears as amended at the hearing.

^{2/} The Employer timely filed a brief which I have carefully considered in reaching my decision. Although given the opportunity to do so, the Petitioner declined to file a brief, relying instead on its oral argument at the hearing.

5. The Employer is engaged in the manufacture of books at its facility in Versailles, Kentucky, the only facility involved in this proceeding, where it employs approximately 900 employees, including about 36 in the unit found appropriate. On March 9, 2001, the undersigned approved a Stipulated Election Agreement in Case 9-RC-17504 in which the Employer and the Petitioner agreed to the conduct of an election on April 4 and 5, 2001 in an appropriate unit of pressroom and pre-press employees employed at the Versailles facility, herein called the press department unit. Except for agreeing in that case that the press department constituted an appropriate unit, there has been no history of collective bargaining affecting any of the employees at the Versailles facility.

In the instant proceeding, the Petitioner seeks to represent a unit of approximately 36 maintenance department employees. The parties agree that employees supplied by temporary employment agencies, office clerical employees and all professional employees, guards and supervisors as defined in the Act should be excluded from any unit found appropriate. The Employer nevertheless maintains that the unit sought is not appropriate and contends that the only appropriate unit is a facility wide unit excluding the employees in the separate press department unit and the office clerical employees, employees supplied by temporary agencies and professional employees, guards and supervisors within the meaning of the Act. Thus, the Employer, in addition to the 36 maintenance employees, would add approximately 600 employees to the unit sought, including about 290 bindery employees, 2 safety (continuous improvement) employees, 28 customer service employees, 60 letter shop employees, 3 Grolier billing employees, 65 fulfillment employees, 16 shipping employees, 89 material handling employees and some distribution employees.^{3/} Contrary to the Employer, the Petitioner would also exclude Bec Purvis, a bindery mechanic, from the maintenance unit. The Petitioner is unwilling to proceed to an election in a unit broader than the maintenance department.^{4/}

^{3/} Record evidence concerning the numbers of employees in specific categories is not entirely consistent. The numbers set forth are based on the testimony of witnesses who appear to be the most intimately familiar with the subject matter about which they were testifying. For ease of reference, the employees that the Employer would add to the unit may also be referred to as production employees.

^{4/} The Employer attempted to adduce evidence from a representative of the Petitioner concerning the basis upon which the Petitioner determined that a maintenance department unit was appropriate. The Employer contended that this evidence was relevant to the question of whether the unit sought was based on extent of organization. The Employer maintained that if the Petitioner had initially sought to include the maintenance employees in the press department unit in Case 9-RC-17504, that unit would not have been deemed appropriate and that the seeking of a maintenance department unit in the instant matter is based on extent of organization and constitutes an abuse of the Board's processes. The hearing officer properly prevented the Employer from litigating this issue and limited the Employer to an offer of proof.

It is well settled that in determining whether a unit is appropriate, the extent of organization may be a factor evaluated but it cannot be given controlling weight. *NLRB v. Metropolitan Life Insurance Company*, 380 U.S. 438, 422 fn. 4 (1965); *Overnite Transportation Co.*, 322 NLRB 723, 724 (1996). Here, the record does not contain evidence concerning the extent to which employees have organized and I have not considered that factor in arriving at my unit determination. I have considered only whether the unit sought by the Petitioner is an appropriate one under traditional community of interest standards without reference to extent of organization. If the Petitioner's extent of organization happens to coincide with the unit it seeks, it is a factor which has not been considered in the unit determination but it would not constitute any basis for concluding that a unit which is otherwise appropriate under traditional community of interest analysis is no longer appropriate merely because it coincides with the extent to which employees have organized.

For the reasons set forth below, I find that the maintenance department unit sought by the Petitioner is an appropriate unit for purposes of collective bargaining.

The record indicates that Sam Ellett, vice-president of manufacturing and general manager, is the highest ranking Employer official who works at the Versailles facility. Reporting directly to Ellett are Larry Sward, director of safety/continuous improvement; Keith Barnes, director of human resources; Mark Bone, director of bindery operations; Gary Armstrong, director of customer service; Shilpun Patel, controller; Foster Schlieder, director maintenance; Vince Vaughn, director press operations and Greg Johnson, operations manager (letter shop).

The Employer's Versailles operation is divided into distinct departments. Employees are assigned to a particular department and their departmental seniority is used for purposes of transfers, promotions and layoffs. The record clearly identifies the safety/continuous improvement department, press department, the bindery department and the maintenance department as distinct departmental entities.^{5/} However, the record is less clear as to the departmental structure of entities identified in the record as fulfillment, the letter shop, Grolier billing, distribution, shipping, receiving, customer service and finished goods. It appears that the three Grolier billing employees perform functions in support of the 60 letter shop employees and that the two entities together may constitute one department.

The record shows that 65 employees work in fulfillment which is headed by Bob Baker, fulfillment manager. Fulfillment obtains finished individual books from the bindery and packages them for shipment to the customer. Most of this packaging is done by machine but some is accomplished by hand. Baker reports directly to Mark Bone, bindery director. Jeff Gardner is the shipping manager who supervises 16 shipping employees (material handlers) and reports to Gary Armstrong, director customer service, through Joe Freeman, scheduling manager. Robert Sparks, materials manager, supervises 89 material handlers and reports directly to Armstrong. All of the material handlers operate fork lift vehicles. The 16 material handlers in shipping handle materials in that area only while the material handlers under Sparks are responsible for moving all other materials in the plant. Baker described distribution as consisting of finished goods, fulfillment and shipping. However, the Employer's organization chart does not reflect a distribution function or department. The organization chart reflects that fulfillment is within the bindery while shipping falls under customer service indicating that they are in separate departments.

All of the employees at the Versailles facility are subject to the same employee handbook which sets forth the Employer's personnel policies including benefits and its disciplinary policy. All employees share common facilities such as parking lots, restrooms and break areas.

The non-clerical employees are all classified in one of five grades under the same wage structure with the wage range for grade 1 at \$16.57 to \$21.67; grade 2 at \$13.98 to \$17.36; grade 3 at \$11.35 to \$14.18; grade 4 at \$10.37 to \$12.62 and grade 5 at \$8.50 to \$11.35. Employees

^{5/} Based on the Employer's organization chart, it also appears that human resources and controller, areas not at issue in this proceeding, are separate distinct departments.

automatically progress from the bottom of a wage grade to the top based on their length of service.

Foster Schlieder, the maintenance director, is in overall charge of the maintenance department and directly supervises Al Million, machine maintenance manager and Wayne Ballard, building services manager. ^{6/}

Million's primary area of responsibility is for the maintenance and repair of the Employer's production and material handling equipment. Under Million's supervision are 10 machine mechanics and 8 machine electricians who perform mechanical and electrical maintenance on production equipment. All 18 of these machine maintenance employees occupy pay grade 1. Million also supervises 2 grade 1 truck (forklift) mechanics and a grade 3 truck helper as well as a grade 1 knife grinder and three grade 3 parts employees. The truck mechanics and helper perform maintenance and repair on the material handling equipment. The knife grinder sharpens cutting blade components from various pieces of production equipment. The parts employees are responsible for storing, distributing, maintaining inventory levels and recordkeeping for various spare machine parts stored in the maintenance department.

Ballard is responsible for maintaining the physical structure and infrastructure of the Employer's buildings at the Versailles facility, including such things as electrical, plumbing, heating, ventilating and air conditioning systems. Ballard supervises 10 grade 1 building services maintenance employees.

All applicants for maintenance department positions, except for the knife grinder and the parts employees, must pass a NOTCI maintenance skill examination to qualify for consideration for maintenance positions. The record indicates that the NOTCI examination measures the applicants' level of knowledge in a particular maintenance discipline such as electrical, mechanical or HVAC. The NOTCI examination is not administered to applicants for positions outside of the maintenance department. The Employer also administers an adult basic education examination to some but not all applicants for lower grade 3 and 4 positions. In the past it also gave a Bennett mechanical examination to low level maintenance and bindery applicants, but does so much less frequently at present. Thus, it appears from the record that applicants for the maintenance department positions are the only ones who are uniformly required to undergo an examination for specific skills.

All maintenance employees, except for the truck mechanic helper and the three parts employees, are paid at grade level 1. The grade 1 maintenance employees after they reach the top of the grade 1 wage scale, may enter a higher paid three level multi-craft progression by passing a higher level NOTCI examination. There is no record evidence that employees outside of the maintenance department have the opportunity to qualify for a wage progression beyond grade 1. The record reflects that some but not all of the employees in the press department unit are paid at labor grade 1. The evidence indicates that employees in bindery, distribution, shipping, receiving, warehouse, fulfillment and material handling are paid at grades 2 through 5 and there was no evidence that employees outside of the press and maintenance departments are

^{6/} The parties stipulated and I find that Schlieder, Million and Ballard are supervisors within the meaning of Section 2(11) of the Act.

paid at grade 1. Thus, the bindery has grade 2 machine operators, grade 3 trimmer operators, grade 4 apprentices and grade 5 general workers. Fulfillment has 4 grade 2 leads, 27 grade 3 operators, 4 grade 4 junior operators and 27 grade 5 general workers. Robert Sparks, the materials manager, supervises 2 grade 2 supervisors, 3 grade 3 leads and 84 grade 4 material handlers. The material handlers in shipping are paid at grade 4. It appears that all of the grade 5 employees are general workers who perform miscellaneous unskilled labor functions and are assigned to virtually every department at the Versailles facility, except for maintenance.

Most of the machine maintenance employees work a 10 hour shift beginning at 7 a.m., 3 p.m. or 9 p.m., but a few of them work 8 hour shifts 7 a.m., 3 p.m. or 11 p.m. The building service maintenance employees work a 7 day rotating shift which is not specified in the record. Pressroom employees work three 12 hour days per week beginning at 8 a.m. or 8 p.m. Some bindery employees work 12 hour shifts beginning at 7 a.m. or 7 p.m. while other bindery employees work 8 hour shifts beginning at 7 a.m., 3 p.m. or 11 p.m. Fulfillment employees work 8 hour shifts beginning at 7:30 a.m., 3:30 p.m. or 11:30 p.m.

The Employer uses one job posting system to attempt to fill all vacancies above entry level positions. The vacancies are posted for bid plant-wide. Applicants for grade 4 and 5 positions are ranked by plant seniority and applicants for grade 1, 2 or 3 positions are ranked by seniority within the department of the vacancy. After ranking the applicants by plant or departmental seniority, the Employer interviews the most senior three or more candidates and selects the most qualified candidate from among those interviewed.^{7/} Employees transferring into a new department are required to undergo a 90-day probationary period during which the employee may also voluntarily elect to return to the former position.

The machine maintenance manager, Al Million, gave testimony concerning nine permanent transfers of employees into maintenance from other departments over a 30-year period.^{8/} About 1½ years prior to the hearing, Rachel Lay successfully bid into the truck mechanic helper position in the maintenance department from a material handler position. Having completed a 2-year vocational education degree, Lay subsequently bid into a grade 1 electrical position in the maintenance department. Upon Lay's promotion to the electrical position, Roger Edwards, a material handler bid into her vacant truck mechanic helper position. Million testified that prior to Lay's transfer, it had been a matter of 10 or 20 years since anyone had transferred into maintenance. However, this testimony is somewhat inconsistent with his other testimony to the effect that Bill Cole transferred into maintenance about 3 years prior to the hearing and Faye Carpenter transferred to maintenance about 8 years prior to the hearing. All of the employees transferring to maintenance prior to Lay came from the bindery department. Two of the transfers, Bob Lawson and Faye Carpenter, were into the unskilled parts positions in the maintenance department. The most recent hiring of a new employee directly into a maintenance

^{7/} Because all of the positions in the maintenance department are at or above grade 3 and the Employer utilizes departmental seniority for such positions, it would appear that the net effect of the posting system would be to eliminate seniority as a consideration among applicants who are attempting to transfer into the maintenance department.

^{8/} Million testified that Bec Purvis was an additional transfer from the bindery about 28 years prior to the hearing. Although Million characterized Purvis as a maintenance employee, the record clearly reflects that he is a bindery department employee and is supervised by Tom Watts, the bindery engineer.

department position occurred about 4 years prior to the hearing. There have been no transfers from maintenance to other departments.^{9/} Moreover, there is no evidence of temporary transfers into or out of the maintenance department. Walker Lambert, the Employer's human resources supervisor, estimated that during his 1 1/2 year tenure in that position, there have been about 75 or 100 internal transfers, that about 20 to 25 percent of those transfers were across departmental lines and that only 2 transfers (Edwards and Lay) were into the maintenance department.

The record contains general as well as specific anecdotal evidence of work related contact between maintenance department employees and production employees. The Employer has a maintenance work order system which is initiated by a production operator completing a work order form identifying the equipment needing maintenance work, the type of problem involved (electrical, mechanical, adjustment or breakdown) and the priority of the work. The work order form is routed to maintenance and assigned to a maintenance employee in a manner not disclosed in the record. The record clearly indicates that the work order system actually operates in a manner much less formal than its designer intended. Thus, in some instances, an operator will orally request a repair from a maintenance employee and a work order is completed only after the repair has been made. In other situations, a machine operator after submitting a work order form may get started working on a repair prior to the arrival of a maintenance employee.

Million estimated that the machine mechanics spend about 50 percent of their time on the production floor and about 50 percent of their time in the maintenance shop. He explained that a substantial portion of the machine mechanics' work involves removal of machine components for transfer to the shop where they are repaired before being reinstalled in the machine. Million estimated that the machine electricians and the building service maintenance employees spend about 95 to 97 percent of their time outside of the shop explaining that electrical repairs do not often involve components which can be removed from a machine and that building services works primarily on the building and its infrastructure rather than on things that can be transported to the shop. For safety reasons, operators do not get involved with electrical maintenance or repairs except to the extent that they might remove machine guards to allow electricians access to electrical components. Similarly, operators do not become involved in the work of the building maintenance employees which relates to the building facilities rather than specific machinery. Material handlers do not perform any repairs on their fork lift vehicles and they do not assist truck mechanics in doing so except to the extent that the material handler may describe the problem needing repair.

Machine operators are expected to perform routine preventative maintenance such as oiling and greasing on their machines as well as repair simple breakdown situations involving such things as small bolts, sprockets, chains and belts. Charlie Morrison, who is classified as a bindery operator, works in a small maintenance area from which he assists other machine operators in making minor repairs. Morrison is not employed in the maintenance department. Million differentiates between the minor repairs that might be performed by operators with Morrison's assistance if necessary and the type of major repairs which would require a

^{9/} The Employer's witnesses attribute this circumstance to the tendency of employees to refrain from seeking lower paying jobs.

maintenance department employee. As the complement of maintenance department employees has reduced over time, the number of repairs performed by operators has increased out of the necessity to keep their machines running. Whether an operator or a maintenance employee will perform a particular repair also varies with the capability and the motivation of the operator. Some operators are more talented than others in making repairs, while some operators are more eager than others to reduce down time caused by waiting for maintenance to make a repair.

Million testified about several maintenance tasks that are periodically performed on various equipment in which maintenance mechanics and machine operators work together. The duration of the tasks ranged from a half day to a couple of weeks. The frequency of most of these tasks was not specified but for those where it was, the frequency ranged from bi-monthly to annually. Thus, I am unable to determine from the record what portion of a maintenance employee's work time is spent working on tasks with machine operators. The assistance lent to the mechanics by the operators in these situations involves such things as removal of machine guards and the loosening of bolts to assist the mechanic in the removal of a component part, the actual lifting and placing of component parts, cleaning the machine or performing routine preventative maintenance during repair downtime and setting the timing on a machine after it has been repaired and operating a machine to determine whether an attempted repair has been successful. Million testified that the operators are capable of performing some of these tasks alone and maintenance is called for the sole purpose of justifying downtime on the machine. Million states that the Employer attempts to avoid sending the operators home during maintenance downtime on their machine, so it keeps them busy by assigning them to assist the mechanics. It appears from a composite of Million's testimony that the functions performed by the machine operators are in preparation for or at the direction of the mechanic as an extra set of hands for the mechanic, involve routine preventative maintenance and clean up which cannot be accomplished while the machine is running, or relate to the operators applying their knowledge of the functioning of the machine to insure that it adjusted, aligned or running properly following the repair.^{10/}

Million testified that maintenance employees do not perform production work but that mechanics and electricians have fed pockets for operators when they go on break. The record does not indicate what is meant by feeding pockets or how frequently maintenance employees might perform that task.

^{10/} Paul Tamminga, bindery technical supervisor, testified that he observes maintenance mechanics working on bindery machines on a daily basis and related examples of bindery and maintenance employees working together. The extent that Tamminga's testimony overlaps that of Million is unclear, but his testimony is consistent with Million's. Tamminga prepared a list of machine maintenance tasks to be performed during a plant shutdown scheduled for April 9 through 12, 2001. Some of these tasks are to be accomplished by operators only, others by maintenance only and some by operators and maintenance together.

Bob Baker, fulfillment manager, estimated that his operators repair about 75 to 80 percent of the breakdowns of fulfillment machinery without maintenance intervention. Except for electrical or gear box problems which Baker characterized as requiring intervention, he was unable to specifically delineate which types of breakdowns would require maintenance intervention. Baker generally testified that fulfillment employees assist maintenance mechanics with repairs without specifically identifying what functions were performed by the operators in lending such assistance. It appears, however, that the assistance involves removal and installation of large component parts as a broken or repaired unit rather than relating to the repair of the component itself.

About two or three bindery employees per day visit the maintenance shop to use power tools located there for such purposes as modifying or fabricating guards for their machines. Some bindery employees use the power tools themselves while others who are less comfortable doing so request the assistance of the maintenance employees. There are an additional 15 or 20 daily visits of bindery employees to the maintenance shop to drop off work orders, pick up small parts such as bolts and fasteners and to confer with maintenance employees about the operation of their machines.

Robert Sparks, material manager, supervises four material handlers who operate the baler room. The baler room contains equipment which shreds and bundles waste paper piped from the press room and bindery for recycling. Malfunctions in the baler room can cause production inefficiencies (backups) in the press room and bindery. Sparks created a written set of instructions for his baler room operators which defines under which circumstances building service maintenance employees should be called to the baler room to correct problems. Sparks estimated that during the year prior to the hearing, building services maintenance was called to the baler room on a daily, if not more frequent, basis. It appears that work related contact between the baler room operators and the building service maintenance employees is limited to the baler operators rendering a description of the previously diagnosed problem rather than physically assisting in taking corrective action. However, baler operators may physically assist maintenance employees by getting inside large duct work to clear paper blockages.

Finally, the parties disagree as to whether Bec Purvis should be included if a separate maintenance department unit is found appropriate. Purvis is a mechanic who works in the bindery research and development (R & D) shop located in the bindery about 40 feet from the machine maintenance shop. Purvis reports directly to Tom Watts, bindery engineer, who in turn, reports directly to Mark Bone, bindery director. Purvis is carried on the payroll of the bindery department and he has no reporting responsibilities to anyone in the maintenance department. Million testified that Purvis was essentially a maintenance employee in the bindery and that he performed work identical to that performed by the maintenance department employees. Million later testified that Purvis and Watts work together designing, fabricating and installing design modifications to existing bindery equipment to make it capable of handling additional kinds of products and that Purvis does not get involved with maintaining or repairing equipment. The record does not disclose Purvis' level of pay or whether he has been required to pass the NOTCI examination.

ANALYSIS:

Section 9(a) of the Act only requires that a unit sought by a petitioning labor organization be an appropriate unit for purposes of collective bargaining, and there is nothing in the statute which requires that the unit for bargaining be the only appropriate unit, or the ultimate unit or even the most appropriate unit. *Morand Brothers Beverage Company*, 91 NLRB 409, 418 (1950). Moreover, the unit sought by the petitioning labor organization is always a relevant consideration and a union is not required to seek representation in the most comprehensive grouping of employees unless an appropriate unit compatible to that requested does not exist. *Overnite Transportation Company*, 322 NLRB 723 (1996); *Purity Food Stores*, 160 NLRB 651 (1966).

It is the Board's longstanding policy, as set forth in *American Cyanamid Co.*, 131 NLRB 909 (1961), to find separate maintenance departments appropriate in the absence of a more comprehensive bargaining history and where the petitioned-for maintenance employees share the requisite separate community of interest. In determining whether maintenance employees possess a sufficient community of interest apart from production employees to warrant their representation in a separate unit, the Board examines such factors as mutuality of interest in wages, hours and working conditions; commonality of supervision; degree of skill and common functions; frequency of contact and interchange with other employees and functional integration. *Capri Sun, Inc.*, 330 NLRB No. 158 (2000); *Ore-Ida Foods*, 313 NLRB 1016, 1019 (1994).

The record discloses that the maintenance employees here constitute a separate department under separate supervision, have substantially higher wage rates and skill levels than other employees, have different work functions and lack substantial interchange or functional integration with other employees. Under such circumstances, I conclude that the employees in the maintenance department share a community of interest sufficiently distinct from other employees to permit them to be represented in a separate appropriate unit. *Ore-Ida Foods*, supra. Thus, the evidence clearly demonstrates that the maintenance department employees occupy a separate department under the separate supervision of the maintenance director. The maintenance department employees earnings are at the top of the Employer's pay grade system and no other employees whom the Employer would add to the unit receive earnings at that grade level. Moreover, the maintenance employees have the opportunity to enter a wage progression above the top grade level which is not available to other employees. The record amply demonstrates that the maintenance employees' skill level is substantially higher than other employees. Not only are the maintenance employees the only ones required to pass the NOTCI maintenance skill examinations, but they also accomplish maintenance tasks which the other employees are incapable of performing or forbidden to perform. The maintenance employees' primary function is to repair and maintain the Employer's facilities and equipment. The primary function of the other employees, whom the Employer would add to the unit, is related to production. The work of the maintenance employees, contrary to the Employer's position in its brief, is not, therefore, functionally integrated with that of the other employees. Although there was some evidence that production employees permanently transferred to maintenance positions, such transfers have been infrequent and substantially lesser in number than permanent transfers between the production departments. Moreover, there have been no permanent transfers from maintenance to other departments. In any event, permanent transfers are deemed to be less significant than temporary ones in assessing the degree of interchange between employee groups. *Red Lobster*, 300 NLRB 908 (1990); *Ore-Ida*, 313 NLRB at 1020 fn. 4. The record discloses that there are no temporary interchange between maintenance and other employees.

I am mindful that the maintenance employees share similar working conditions and hours with the production employees and that there is some evidence that production employees perform some of their own machine maintenance and assist maintenance employees in performing other maintenance work. Initially, I note that the connection between production employees and maintenance employees in terms of performance of common work and work related contact is generally limited to contact between machine operators and machine mechanics and does not involve machine electricians, truck mechanics, building service maintenance employees or material handlers to any great extent. The Board made a similar observation in *Ore-Ida*, 313 NLRB at 1020, in finding a maintenance unit to be appropriate. Similarly in *Ore-Ida*, 313 NLRB at 1020, and *Capri Sun*, 330 slip. op. p. 3, the Board held that an overlap of

production and maintenance employees in the performance of lesser skilled and routine maintenance tasks or the unskilled assistance lent by production employees to maintenance employees in repairing the production employees' machines are only peripheral to the regular skilled maintenance work performed by the maintenance employees and is not sufficient to destroy the maintenance employees' separate identity or to require their inclusion in a unit with production employees.

I recognize that the parts employees, the truck mechanic helper and the knife grinder are lesser skilled and receive a lower wage rate than the remainder of the employees in the maintenance department. However, they share the same supervision in the same department and perform function similar to or in support of other maintenance department employees. These employees are therefore more closely aligned with the other employees in the maintenance department than they are with the production employees. Thus, they are appropriately in the maintenance unit sought by the Petitioner.

Having considered all the factors which tend to indicate a commonality of interest between the maintenance employees and the additional employees the Employer would include in the unit, in light of the factors establishing the strong separate identity of the maintenance employees, I conclude that the common factors are insufficient to require the inclusion of the additional employees in the maintenance unit and that the maintenance unit sought by the Petitioner is an appropriate unit for purposes of collective bargaining. *Ore-Ida*, supra; *Capri Sun*, supra. I shall also exclude Purvis from the unit. Purvis is not employed in or supervised by the maintenance department and performs research and development functions as opposed to a maintenance duties. Accordingly, Purvis does not share such a community of interest with the maintenance employees to require his inclusion in the unit.

The Employer's principal argument is that due to the highly integrated nature of its operations, only a facility-wide (wall-to-wall) unit is appropriate. The Employer maintains that *Airco, Inc.*, 273 NLRB 348 (1984) stands for the proposition that a facility-wide unit is presumptively appropriate and that a petitioner must overcome the presumption to be successful in arguing for a smaller unit. The Employer's argument when applied to the facts of the instant case is misplaced. Initially, I note that the unit the Employer urges me to find appropriate is not a facility-wide unit because it excludes employees in the press department. By agreeing that the press department is a separate appropriate unit, the Employer has indicated that a facility-wide unit is not the smallest appropriate unit at the Versailles facility. Secondly, although the Board found in *Airco* that the petitioned-for facility-wide unit was presumptively appropriate, the case does not stand for the proposition that a smaller unit might not also be appropriate. To the contrary, the Board's policy set forth in *American Cyanamid*, supra, finding separate maintenance units appropriate tends to indicate the general appropriateness of such units. The fact that one group of employees may constitute an appropriate unit does not preclude the Board from also finding another group to be appropriate. *Overnite*, supra. Because the Petitioner is not seeking a facility-wide unit, the issue as to whether such a unit is appropriate is not before me. Rather, the issue I must decide is whether the requested maintenance department unit is an appropriate one and the fact that some larger unit may also be appropriate is of no consequence.

The Employer cites *Avon Products, Inc.*, 250 NLRB 1479, 1482 (1980); *Consolidated Supply Co., Inc.*, 192 NLRB 982 (1971); *S & S Parts Distributors Warehouse, Inc.*, 277 NLRB 1293 (1985); *American Parts Systems, Inc.*, 254 NLRB 910 (1981); *Barbara George, Inc.*, 273

NLRB 1239 (1984); *Jacob Ash Co.*, 224 NLRB 74 (1976); *Scholastic Magazines*, 192 NLRB 461 (1971) and *John N. Hansen Co.*, 293 NLRB 63 (1989) in support of its argument that its operations are so highly integrated that only a facility-wide unit is appropriate. All of those cases are inapposite or distinguishable from the subject case. For example, these cases raised issues as to whether warehouse sales/clerical employees should be included in units with other warehouse employees. None of those cases presented the issue raised here, i.e., whether maintenance employees might constitute a separate appropriate unit. Although the Board in *Scholastic Magazines* found that a unit of warehouse and maintenance employees in the employer's highly-integrated bookbinding and catalog operation, was not appropriate, *Scholastic* does not support the Employer's position that a separate maintenance unit here is inappropriate. In *Scholastic*, the union sought a unit of warehouse and maintenance employees who "exercised similar skills and participated equally and fully with [other] employees, whom the union would have excluded, in the single process of filing customers' orders." The Board did not hold or suggest in *Scholastic* that a separate maintenance unit, like here, would not be appropriate. Here, the maintenance employees perform, for the most part, skilled maintenance work in a separate department under separate supervision. Indeed, the maintenance employees here are far more akin to the maintenance employees in *Ore-Ida* and *Capri Sun*, where the Board found separate maintenance units to be appropriate, than they are to the maintenance and warehouse employees in *Scholastic*.^{11/}

Similarly, *Virginia Manufacturing Co.*, 311 NLRB 992 (1993); *American Broadcasting Companies*, 257 NLRB 1232 (1981); *Harron Communications, Inc.*, 308 NLRB 62 (1992) and *Gustave Fisher, Inc.*, 256 NLRB 1069 (1981), cited by the Employer, do not involve the appropriateness of separate maintenance units. *Virginia Manufacturing* involved the unit placement of a technical employee in a production and maintenance unit which the parties stipulated to be appropriate. Because the parties in that case agreed that a production and maintenance unit was appropriate, it did not raise any issue as to whether a separate maintenance unit might also be appropriate. In *American Broadcasting*, the Board considered whether transportation coordinators should be included in an overall residual unit of unrepresented office clerical employees. In *Harron*, the Board included customer service representatives in a unit with installers and technicians of a cable television company. In *Gustave Fisher*, a unit limited to warehouse employees of the employer's overall retail operation was found to be inappropriate. None of these cases presented the issue of whether a separate unit of maintenance employees was appropriate.

The Employer's reliance on *Chromalloy Photographic Industries*, 234 NLRB 1046 (1978) is also misplaced. In that case, the petitioning labor organization sought a unit of camera repair and maintenance employees. The Board found that such a unit was inappropriate because the employees whom the union sought to represent did not possess a community of interest sufficiently distinct from the Employer's other production and maintenance employees. Thus,

^{11/} In its brief, the Employer attempts to distinguish *Capri Sun* on the ground that new maintenance hires came from outside the plant where as here a majority of the maintenance mechanics and electricians came from other positions inside the facility. I find this to be a minor distinction and that the subject case is on almost "all fours" with *Capri Sun*. The Employer's attempt to distinguish *Ore-Ida* also fails. Although there are some minor differences between the working conditions of the two groups of employees, e.g., there appears to be more contact between the maintenance and other employees here than in *Ore-Ida*, such minor differences do not constitute a basis for refusing to find a maintenance unit appropriate.

Chromalloy did not present the issue as to whether a separate maintenance unit might be appropriate as the union in that case sought only a portion of the maintenance employees.

The Employer relies on *Monsanto Company*, 183 NLRB 415 (1970) and *Harrah's Illinois Corp.*, 319 NLRB 749 (1995) to support its argument that the maintenance employees in the instant case do not constitute a separate appropriate unit because they do not possess craft status. Although in both *Monsanto* and *Harrah's* the Board noted that the maintenance employees did not possess craft status, it is clear that a finding of craft status is not necessary for a conclusion that maintenance employees may constitute an appropriate unit. *Ore-Ida*, 313 NLRB at 1019 fn. 3. *Monsanto* and *Harrah's*, where the Board found that maintenance employees did not constitute a separate appropriate unit, are clearly distinguishable from the case *sub judice*. For example, in those cases, unlike the situation here, the maintenance employees shared common supervision in the same departments with employees who would have been excluded from the unit. The Board views such a distinction to have particular significance in determining the propriety of a maintenance unit. *Macy's West, Inc.*, 327 NLRB 1222, 1223 at fn. 6 (1999).

Based on the foregoing, the record as a whole and careful consideration of the arguments of the parties at the hearing and in the Employer's brief, I find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining:

All maintenance department employees employed by the Employer at its 100 US 60 Bypass, Versailles, Kentucky facility, excluding all other employees, the bindery research and development mechanic, office clerical employees and all professional employees, guards and supervisors as defined in the Act.

Accordingly, I shall direct an election among the employees in such unit.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by **Graphic Communications International Union Local 508-M, OKI.**

LIST OF ELIGIBLE VOTERS

In order to insure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters using full names, not initials, and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969); *North Macon Health Care Facility*, 315 NLRB 359 (1994). Accordingly, it is hereby directed that within 7 days of the date of this Decision 2 copies of an election eligibility list, containing the full names and addresses of all the eligible voters, shall be filed by the Employer with the undersigned who shall make the list available to all parties to the election. In order to be timely filed, such list must be received in Region 9, National Labor Relations Board, 3003 John Weld Peck Federal Building, 550 Main Street, Cincinnati, Ohio 45202-3271, on or before **April 13, 2001**. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 - 14th Street, N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by **April 20, 2001**.

Dated at Cincinnati, Ohio this 6th day of April 2001.

/s/ Richard L. Ahearn

Richard L. Ahearn, Regional Director
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

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